

**FENWICK & WEST LLP**

Silicon Valley Center • 801 California Street • Mountain View, CA 94041
Tel 650.988.8500 • Fax 650.938.5200 • www.fenwick.com

FACSIMILE TRANSMISSION**CONFIDENTIAL****DATE:** January 21, 2004**CLIENT-MATTER No.:** 22593-06028**TO:**

NAME	FAX NO.	PHONE NO.
Examiner Alain L. Bashore Group Art Unit 3624 USPTO	(703) 746-7353	

FROM: Edward J. Radlo**PHONE:** (650) 335-7142**RE:** U.S. Patent Application.Serial No. 10/005,609

NUMBER OF PAGES WITH COVER PAGE: 5

ORIGINAL WILL NOT FOLLOW

MESSAGE:

Please see attached.

CAUTION - CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE OR THEIR DESIGNEE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, OR IF THEY ARE NOT CLEAR,
PLEASE CALL NUBIA MORAD AT (650) 943-5374 AS SOON AS POSSIBLE.

IN THE

UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: Arman Glodjo, Nathan D. Bronson, and Scott E. Harrington

SERIAL NO.: 10/005,609

FILING DATE: November 7, 2001

TITLE: Global Electronic Trading System

EXAMINER: Alain L. Bashore

GROUP ART UNIT: 3624

ATTY. DKT. NO.: 22593-06028

CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being sent to Examiner Alain L. Bashore via facsimile at (703) 746-7353 on the date shown below:

Dated: January 21, 2004 By: Edward J. Radlo
Edward J. Radlo, Reg. No.: 26,793

COMMISSIONER FOR PATENTS
P.O. BOX 1450
ALEXANDRIA, VA 22313-1450

SUMMARY OF INTERVIEW

SIR:

This application is subject to accelerated examination, a Petition to Make Special having been granted on January 21, 2003.

Applicants wish to thank Examiner Bashore for the courtesy he extended to Applicants Arman Glodjo and Nathan Bronson and to the undersigned during the interview that was conducted on January 5, 2004. Applicant Bronson was physically present with Examiner Bashore at the USPTO during the interview, while

Applicant Glodjo and the undersigned participated via telephone conference call.

Claims 1-18 and 43-56 were discussed during the interview. Specifically, Applicants and their attorney discussed the recent amendments they had made in their Amendment A mailed to the USPTO on December 15, 2003.

The Examiner questioned whether the word "individualized" that is now recited in claims 1-18, 43-52, 55, and 56 adequately distinguishes over the Kitchen reference with respect to his rejection of claims 1-4, 8, and 10-18. Applicants believe that this word does provide adequate distinguishment. The only independent claim in this set of rejected claims, claim 1, recites that each agent receives "individualized current tradable bid and offered prices and sizes subject to that agent's flow limits" (emphasis added). There is no suggestion in Kitchen that the bid and offer prices seen by Kitchen's counterparties are subject to the counterparty's flow limits. In Kitchen, every counterparty sees the exact same bid and offer prices for the product being sold; flow limits are not taken into account. Kitchen paragraph 0016.

The Examiner also questioned whether claims 43-55 as amended adequately distinguish over the multi-hop trading shown in Neyman. The answer to this question is "yes". Neyman does not suggest credit bridging, to which all of amended claims 43-55 are limited. Credit bridging is defined in the present specification

as follows: "Credit-extending agents 5 that allow the central computer 1 to utilize a portion of their trading channels 3 to allow other agents 2 to trade with each other are referred to as 'credit-bridging agents' 5." Specification page 9, lines 1-4.

Credit bridging as used in the present application is not a passive concept. It is an active concept. Credit bridging can enable trading to occur between agents not having credit relationships, by means of the credit bridge enabling a virtual line of credit between the agents. The credit bridge "bridges" credit between two agents that do not have a credit line with each other by allowing one agent to trade with another agent "virtually". Each agent trades with the credit bridge, with the credit bridge having two trades that offset each other. Each agent is then able to see and deal on a price posted by the other agent subject to flow limits from each agent to the credit bridge. Therefore, it is as if the two agents had a line of credit to each other, although it is virtual: they trade only with the credit bridge, with the credit bridge having two trades, one with each agent.

In Neyman, if trading agent A has no credit with trading agent B, the trade cannot take place. If these agents were instead trading using Applicants' invention, the trade might take place depending upon the current trading limits in the network.

Applicants believe that this application is in condition for allowance of all claims herein, claims 1-18 and 43-56 as amended,

and therefore an early Notice of Allowance is respectfully requested. If the Examiner disagrees or believes that, for any other reason, direct contact with Applicants' attorney would help advance the prosecution of this case to finality, he is invited to telephone the undersigned at the number given below.

Respectfully submitted,



Edward J. Radlo
Attorney for Applicants
Reg. No. 26,793

Fenwick & West LLP
Silicon Valley Center
801 California Street
Mountain View, CA 94041
(650) 335-7142

cc: A. Glodjo (w/encl.)

22593/06028/DOC5/1406078.1